

MAXWELL C AGHA
BANKER'S HILL LAW FIRM APC
 160 Thorn Street, Suite 200
 San Diego, California 92103
 Telephone (619) 230-0330
 Facsimile (619) 230-1726

Deaguiro@gmail.com

maxwell.gha@sbcglobal.net

Attorney for Plaintiff Frontera Television Network
 LLP

FILED
 2012 JUN -7 AM 10:39 AM 10:39
 CLERK OF DISTRICT COURT
 CENTRAL DISTRICT OF CALIF.
 RIVERSIDE
 BY: *[Signature]*

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
EASTERN DIVISION - RIVERSIDE COURTHOUSE

**FRONTERA TELEVISION
 NETWORK LLP**

Plaintiff,

vs.

**Alejandro Carrillo Garza Sada; GM
 Global S. A. de CV; Erwin Lino;
 David Lopez; Roberto Calleja; Hugo
 Vignes; Alfredo/Carrillo
 Chontkowsky; Jose Carrillo
 Chontkowsky; Alejandro Ramirez
 Gonzalez; SISA S. A. De CV; Manuel
 Gascon; Jiramos S.A. de C.V. and
 Does 1 through 100, inclusive**

Defendants.

ED CV 12 - 00920 VAP
 Case No.

COMPLAINT FOR:

1. RICO - 18 U.S.C. § 1962(c);
2. RICO - 18 U.S.C. § 1962 (d);
3. FRAUD;
4. BREACH OF FIDUCIARY DUTY;
5. NEGLIGENCE;
6. MISREPRESENTATION;
7. INJUNCTIVE RELIEF;
8. BREACH OF CONTRACT

(Jury Trial Demanded)

Plaintiff, Frontera Television Network LLP, (the "Plaintiff"), by and through it's undersigned attorney, for it's Complaint in this action, hereby alleges against Defendants' Alejandro Carrillo Garza Sada; GM Global S. A. de CV; Erwin Lino; David Lopez; Roberto Calleja; Hugo Vignes; Alfredo/Carrillo Chontkowsky; Jose Carrillo Chontkowsky; Alejandro Ramirez Gonzalez; SISA S. A. De CV; Manuel Gascon;

FILED PAID

(DTBx)

Jiramos S.A. de C.V. and Does 1 through 100 on personal knowledge as follows:

INTRODUCTION

1. This action is filed by the victims of a conspiracy to provide television network to advertise in the United States for PRI campaign for the political presidential candidacy of Enrique Pena Nieto. Pursuant to meetings between the parties, a contract was entered into on November 28, 2011, between the parties for political advertising campaign for PRI candidate. On November 28, 2011, Defendants executed the contract to obtained funding from the Mexican government to advertise in the United States for PRI campaign for the political presidential candidacy of Enrique Pena Nieto. Defendants' and each of them converted the funds for their own private use. Defendants' and each of them refused to pay for the advertising campaign for PRI candidate Enrique Pena Nieto. Defendants' and each of them concealed the fact that they converted the advertising funds for their own private and personal use. The defendants - Alejandro Carrillo Garza Sada; GM Global S. A. de CV; Erwin Lino; David Lopez; Roberto Calleja; Hugo Vigues; Alfredo/Carrillo Chontkowsky; Jose Carrillo Chontkowsky; Alejandro Ramirez Gonzalez; SISA S. A. De CV; Manuel Gascon; Jiramos S.A. de C.V. - are the perpetrators of a fraudulent conspiracy and the members of a racketeering enterprise with the object of converting campaign funds for their personal use, and denying plaintiff from receiving it's just benefits from the written contract in the way of that objective.

2. Plaintiff Frontera Television Network LLP is a Nevada Limited Liability Partnership.

3. Defendant, Alejandro Carrillo Garza Sada met with Frontera Television Network LLP through it's authorized agent Jose Aquino in November of 2011, Mr. Jose Aquino, is the owner and President of Frontera Television Network, and Jose Aquino was invited by Alejandro Carrillo Garza Sada to meet Pepe Carrillo and Alfredo Carrillo Chontkosky at a breakfast at the Café de la O del Conjunto Arcos, and Jose Aquino was presented with a project to disseminate the image and positioning of the Lic. Enrique

1 Peña Nieto, the candidate of the PRI to the Presidency of the Republic, through
2 spectacular, magazines, radio, television, Internet and social networks to be operated in
3 the United States of America, using the structure and relations of Frontera Television
4 Network LLP through it's authorized agents with the media in the United States, project
5 for which Frontera Television Network LLP through it's authorized agents subsequently
6 design a media Plan, for an amount of us \$56 million US Dollars, being agreed under the
7 terms and conditions of the parties to the contract dated November 28, 2011. Mario
8 Ignacio Moran Jimenez had his sister Giselle Moran to meet with Frontera Television
9 Network LLP through it's authorized agents in November of 2011, Jose Aquino was
10 invited to meet Pepe Carrillo at a breakfast at the Café de la O del Conjunto Arcos, and
11 Jose Aquino was presented with a project to disseminate the image and positioning of the
12 Lic. Enrique Peña Nieto, the candidate of the PRI to the Presidency of the Republic,
13 through spectacular, magazines, radio, television, Internet and social networks to be
14 operated in the United States of America, using the structure and relations of Frontera
15 Television Network LLP through it's authorized agents with the media in the United
16 States, project for which Frontera Television Network LLP through it's authorized
17 agents subsequently design a Media Plan, for an amount of us \$56 million US Dollars,
18 being agreed to under the terms and conditions of the parties to the transaction.
19 Defendant, Alejandro Carrillo Garza Sada through Giselle Moran sister of Mario Ignacio
20 Moran Jimenez all were the negotiators, as a matter of fact Mario Ignacio Moran
21 Jimenez personally never was mentioned it was at all times his sister Giselle Moran and
22 her company defendant, GM Global S. A. and defendant, Alejandro Carrillo Garza Sada
23 who did all of the negotiating with the PRI. Money was funded to Monex Bank, Banca
24 Mifel in Virreyes Alicama 5 Mexico City to the account of Jiramos S.A C.V, defendants
25 withdrew the money and split the money with the PRI Officials and their co-conspirators
26 David Lopez, Erwin Lino, Alfredo/Pepe Carrillo Chontkosky, Roberto Callejas, Hugo
27 Vignes and Luis Videgaray and never Funded the project as was promise. Defendants
28 used Plaintiff's American companies to justify a bonafide transaction, Plaintiff Frontera

1 Television Network LLP through it's authorized agents contacted the PRI officials -
2 David Lopez, Edwing Lino, Roberto Callejas, Alfredo Carrillo, and Jose Carrillo and
3 Plaintiff Frontera Television Network LLP through it's authorized agents were threaten
4 by it being stated that the money that was originated was funded from companies owned
5 by drug cartels and it was further stated that Jose Aquino must be very careful not to
6 make any noise or his life is in danger.

7 4. At the same time, defendants', Alejandro Carrillo Garza Sada, GM Global
8 S. A. de CV, Erwin Lino; David Lopez, Roberto Calleja, Hugo Vignes, Alfredo/Carrillo
9 Chontkowsky, Jose Carrillo Chontkowsky, Alejandro Ramirez Gonzalez, SISA S. A. De
10 CV, Manuel Gascon and Jiramos S.A. de C.V., had secretly determined that they will use
11 plaintiff's American companies to convert campaign funds for their personal use, and
12 denying plaintiff from receiving it's just benefits from the written contract dated
13 November 28, 2011. As part of that plan, the defendants and others acting with them
14 made numerous fraudulent misrepresentations to plaintiff Frontera Television Network
15 LLP through it's authorized agents and concealed numerous material facts from plaintiff,
16 Frontera Television Network LLP through it's authorized agents which helped to induce
17 plaintiff Frontera Television Network LLP through it's authorized agents to entering into
18 the written contract dated November 28, 2011. As a condition to make a payment of \$15
19 million US dollars as advance payment for the realization of the project, defendant,
20 Alejandro Carrillo Garza Sada decided that on January 6, 2012, that he will enter into
21 another contract between "Intellimedia" and SISA, a company dedicated to providing
22 services to the agricultural sector, property of Mr. Alejandro Ramirez Gonzalez, General
23 Director of the Confederation of Porcicultores of Mexico, who entered into a contract
24 with defendant Alejandro Carrillo Garza Sada and who assumed the responsibility to
25 pay plaintiff Frontera Television Network LLP through it's authorized agents, as well as
26 monitor the implementation of the project in the United States of America, turning the
27 purchase orders where specified in a manner clear with and accurate, means, amounts,
28 squares and markets to cover, as well as ways to do recruitment and testing of

investments (billing), that was designed to enrich defendant, Alejandro Carrillo Garza Sada, GM Global S. A. de CV, Erwin Lino; David Lopez, Roberto Calleja, Hugo Vigues, Alfredo/Carrillo Chontkowsky, Jose Carrillo Chontkowsky, Alejandro Ramirez Gonzalez, SISA S. A. De CV, Manuel Gascon and Jiramos S.A. de C.V., and others who were acting in concert with them.

JURISDICTION AND VENUE

5. The Court has subject matter jurisdiction over this action pursuant to 18 U.S.C. § 1964(c) and 28 U.S.C. § 1331.

6. This action arises under the laws of the United States, in particular, the Racketeer Influenced and Corrupt Organizations Act ("RICO"), 18 U.S.C. § 1961 *et seq.*

7. The Court has supplemental jurisdiction over the state law claims for relief pursuant to 28 U.S.C. § 1367(a), since these claims arise from a common nucleus of operative facts and are so intertwined with the federal claims for relief as to make an exercise of the Court's jurisdiction appropriate.

8. Venue is proper under 18 U.S.C. § 1965(a) and 28 U.S.C. § 1391(b).

9. Defendants are subject to the personal jurisdiction of this Court inasmuch as they are located in Mexico and have purposefully availed themselves of the privileges of doing business in California with regard to the actions alleged herein, and such jurisdiction is reasonable.

10. Venue is proper in this district because 1) Plaintiff does business within the Eastern District of California; 2) Defendant Alejandro Carrillo Garza Sada resides in Mexico; 3) Defendant GM Global S. A. de CV is an organization conducting business in Mexico; 4) Defendant Erwin Lino resides in Mexico; 5) Defendant David Lopez resides in Mexico; 6) Defendant Roberto Calleja resides in Mexico; 7) Defendant Hugo Vigues resides in Mexico; 8) Defendant Alfredo/Carrillo Chontkowsky resides in Mexico; 9) Defendant Jose Carrillo Chontkowsky resides in Mexico; 10) Defendant Alejandro Ramirez Gonzalez resides in Mexico; 11) Defendant SISA S. A. De CV is an organization conducting business in Mexico; 12) Defendant Manuel Gascon resides in

1 Mexico; 13) Defendant Jiramos S. A. De CV is an organization conducting business in
 2 Mexico; 14) a substantial part of the acts complained of occurred in the Eastern District
 3 of California and 15) the contract at issue was performed in the Eastern District of
 4 California (28 U.S.C. § 1391(b)(2)).

5 11. Contrary to numerous false representations made to plaintiff Frontera
 6 Television Network LLP through it's authorized agents by defendant Alejandro Carrillo
 7 Garza Sada; GM Global S. A. de CV; Erwin Lino; David Lopez; Roberto Calleja; Hugo
 8 Vigues; Alfredo/Carrillo Chontkowsky; Jose Carrillo Chontkowsky; Alejandro Ramirez
 9 Gonzalez; SISA S. A. De CV; Manuel Gascon; Jiramos S.A. de C.V. by and through
 10 Giselle Moran who was acting as the personal representative and agent for Mario Ignacio
 11 Moran Jimenez, from the beginning of Alejandro Carrillo Garza Sada and their co-
 12 conspirators involvement with Enrique Pena Nieto's media candidacy Campaign, he and
 13 his co-conspirators including defendant Alejandro Ramirez engaged in a scheme that had
 14 as its object the conversion of campaign funds from the candidate of the PRI to the
 15 Presidency of the Republic, so that defendant Alejandro Carrillo Garza Sada and his co-
 16 conspirators could justify converting the campaign funds from the candidate of the PRI
 17 to the Presidency of the Republic, for their own private and personal use and these funds
 18 where later to have been discovered to being reported as being supplied by companies
 19 owned by the drug cartel. The conduct by the Defendants that effectively destroyed the
 20 economic viability of the campaign for the candidate for the PRI for the Presidency of
 21 the Republic included converting the campaign funds from the candidate of the PRI to
 22 the Presidency of the Republic, for their own private and personal use and stating to
 23 Frontera Television Network LLP through it's authorized agent that the money that was
 24 originated was funded from companies owned by drug cartels and it was further stated
 25 that Jose Aquino must be very careful not to make any noise or his life is in danger,
 26 thereby, abandoning agreed-upon financial plans for the campaign for the candidate for
 27 the PRI for the Presidency of the Republic, and undermining a planned recapitalization
 28 of the campaign that would have added new respectful contributors.

1 12. Between October 2011 and 2012, defendants continued to make numerous
2 false representations and material omissions to Plaintiff Frontera Television Network
3 LLP through it's authorized agents as they carried out their plans to convert campaign
4 funds received by the companies owned by the drug cartel from drug activities and
5 remove plaintiff Frontera Television Network LLP from standing in the way of that
6 objective. As a result, plaintiff Frontera Television Network LLP have received nothing
7 from their work, while defendants' having allowed plaintiff Frontera Television Network
8 LLP through it's authorized agents to use their American Companies to make the
9 campaign successful in the United States of America. This dilution gave defendants' the
10 power to dispose of the candidate for the PRI for the Presidency of the Republic and thus
11 carry out the objective of defendants' conspiracy.

12 13. Upon information and belief, in or about October 2011, Francisco Torrez
13 invited plaintiff Frontera Television Network LLP through it's authorized agents to meet
14 PRI official Alejandro Carrillo Garza Sada, Mario Ignacio Moran Jimenez, Giselle
15 Morgan, Alfredo Carrillo, Jose Carrillo, David Lopez and Roberto Calleja, all
16 represented to plaintiff Frontera Television Network LLP through it's authorized agents
17 to be PRI representatives running Candidate EPN campaign for president of Mexico,
18 after plaintiff Frontera Television Network LLP through it's authorized agents offered a
19 package of \$15,000,000 US dollars, defendants' decided to increase the amount to
20 \$56,000,000 US dollars, after the parties agreed, within the next 5 days the parties
21 proceeded to sign all agreements. Plaintiff Frontera Television Network LLP with
22 Jiramos and Mario Ignacio Moran Jimenez for GM Global S. A. De CV. Jiramos was
23 represented by Alejandro Carrillo Garza Sada and GM Global S. A. De CV was
24 represented by Giselle Moran and her brother Mario Moran in which both were
25 contracting and signing the main contract as representatives agents between Frontera
26 Television Network LLP and PRI officials (David Lopez, Edwin Lino, Alfredo Carrillo,
27 Jose Carrillo, Hugo, and Roberto Calleja within approximately 15 days all the parties met
28 and agreed to all of the terms and conditions and they all met at a notary office and

1 execute the written agreement, within two weeks after money was funded by David
2 Lopez and Edwin Lino to Alejandro Carrillo Garza Sada company Jiramos, defendants'
3 informed plaintiff Frontera Television Network LLP through it's authorized agent that in
4 order to make all of this legal that they wanted to exchange the existing agreement for a
5 new agreement, Frontera Television Network LLP through it's authorized agent was
6 forced to sign the supplemental written agreement and signed the second agreement were
7 Jiramos was not going to fund money to Frontera Television Network LLP but rather
8 defendants' asked Jose Aquino the agent for Frontera Television Network LLP to bring a
9 new company known as Intellimedia LP and then defendants had Jose Aquino to sign the
10 new agreements under Intellimedia LP and from defendants' side they brought a new
11 company call SISA The National Association of Porcicultores and Agriculture. The
12 written agreements were signed, defendants' signed the agreement as well, and promised
13 to provide funding in the amount of \$5,000,000 US Dollars by April 1, 2012,
14 notwithstanding this never happened and since then defendants' all changed their email
15 addresses and also changed their cell phone numbers and they all hiding and refuses to
16 answer any telephone calls from plaintiff Frontera Television Network LLP through it's
17 authorized agents or their attorney.

18 14. Upon information and belief, plaintiff believe that SISA is also a
19 government entity and plaintiff believes that SISA is well involved with the acts
20 complained of herein. Plaintiff believes that SISA was a party to the fraud because the
21 SISA had no intention to pay plaintiff for the use of it's American Companies but only
22 agreed to do so in order to justify the money to be withdrawn from sponsors and from the
23 State of Mexico to pay for illegal interviews that were not allowed by IFE. Upon
24 information and belief, plaintiff believe that the IFE is also a government entity that
25 regulates campaign money.

26 ///

27 ///

28 ///

1 15. Upon information and belief, plaintiff believe that all funds where funded
2 to Alejandro Carrillo Garza Sada at his Monex Bank and Mifel Bank, then defendant
3 Alejandro Carrillo Garza Sada split the funds with Giselle Moran, David Lopez, Erwin
4 Lino, Alfredo/Pepe Carrillo Chontkowsky, Roberto Calleja and Hugo Vigues.

5 16. Plaintiff Frontera Television Network LLP through it's authorized agents
6 sent an attorney to talk to Edwin Lino, Alfredo Carrillo, David Lopez, Jose Carrillo and
7 Roberto Calleja, and even have exchanged emails and plaintiff Frontera Television
8 Network LLP through it's authorized agent was threaten by it being said that this money
9 was contributed by companies owned by drug cartels and that Jose Aquino should be
10 very careful not to make any noise or his life will be in danger.

11 17. All of the defendants thus attained their mutual goal of carrying out a
12 scheme to deprive plaintiff Frontera Television Network LLP of their labor. The
13 defendants also attained their goal of converting the campaign funds from the candidate
14 of the PRI to the Presidency of the Republic, for their own private and personal use and
15 stating to Jose Aquino that the money that was originated was funded by companies
16 belonging to the drug cartel from drugs and for Jose Aquino to be very careful and not to
17 make any noise or his life is in danger, thereby, abandoning the agreed-upon financial
18 plans for the campaign for the candidate for the PRI for the Presidency of the Republic,
19 and undermining a planned recapitalization of the campaign that would have added new
20 respectful contributors.

21 18. This Complaint alleges claims against defendants Alejandro Carrillo Garza
22 Sada; GM Global S. A. de CV; Erwin Lino; David Lopez; Roberto Calleja; Hugo
23 Vigues; Alfredo/Carrillo Chontkowsky; Jose Carrillo Chontkowsky; Alejandro Ramirez
24 Gonzalez; SISA S. A. De CV; Manuel Gascon; Jiramos S.A. de C.V., under both the
25 Racketeering Influenced and Corrupt Organizations Act, 18 U.S.C. § 1961 et seq.
26 ("RICO"), and applicable state law.

27 ///

28 ///

19. Plaintiff Frontera Television Network LLP through it's authorized agents seek redress for their injuries, including compensatory damages, which are tripled under RICO, and punitive damages in an amount no less than US \$100 million. In addition, this action seeks a constructive trust over the campaign for the candidate for the PRI for the Presidency of the Republic, and injunctive relief prohibiting the contraction, for any new campaign advertising for the PRI for the Presidency of the Republic.

THE PARTIES

Plaintiffs

19. Plaintiff Frontera Television Network LLP is a Limited Liability Partnership formed and organized under the Laws of the State of Nevada with it's principal place of business in San Diego County, and San Bernardino County California. Plaintiff Frontera Television Network LLP has its managing partner address of 711 S. Carson Street Suite 4, Carson City NV 89701. The agent for service of process is Resident Agents of Nevada, Inc., located at 711 S. Carson Street Suite 4, Carson City NV 89701.

Defendants

20. Plaintiff Frontera Television Network LLP through it's authorized agent is informed and believe and based thereon alleges that 1) Defendant Alejandro Carrillo Garza Sada resides in Mexico; 2) Defendant GM Global S. A. de CV is an organization conducting business in Mexico; 3) Defendant Erwin Lino resides in Mexico; 4) Defendant David Lopez resides in Mexico; 5) Defendant Roberto Calleja resides in Mexico; 6) Defendant Hugo Vigues resides in Mexico; 7) Defendant Alfredo/Carrillo Chontkowsky resides in Mexico; 8) Defendant Jose Carrillo Chontkowsky resides in Mexico; 9) Defendant Alejandro Ramirez Gonzalez resides in Mexico; 10) Defendant SISA S. A. De CV is an organization conducting business in Mexico; 11) Defendant Manuel Gascon resides in Mexico; 12) Defendant Jiramoss S. A. De CV is an organization conducting business in Mexico.

///

21. The Defendants conduct business in this District through their operation of the Plaintiff Frontera Television Network LLP for the purpose of providing television network to advertise in the United States of America for PRI campaign for the political presidential candidacy of Enrique Pena Nieto. Pursuant to meetings between the parties, a contract was entered between the parties for political advertising campaign for PRI candidate. Defendants authorized the execution of a contract to obtained funding from the Mexican government to advertise in the United States for PRI campaign for the political presidential candidacy of Enrique Pena Nieto. Defendants, upon information and belief, also maintain residences in Mexico.

22. The ill-gotten gains of the Defendants include the sum of \$56,000,000 Million US Dollars of campaign funds which were intended to be used for advertisement throughout the United States of America for PRI campaign for the political presidential candidacy of Enrique Pena Nieto.

23. The conduct of defendants alleged in this Complaint took place, in material part, in this District. including through fraudulent misrepresentations made by the Defendants in this District.

FACTUAL ALLEGATIONS

The History Of The Contract **The Plan To Advertise in The United States**

24. In November of 2011, Mr. José Aquino, owner and President of Frontera Television Network, was invited by Mr. ALEJANDRO CARRILLO GARZA SADA to meet Mr. PEPE CARRILLO at a breakfast at the Café de la O del Conjunto Arcos, who presented a project to disseminate the image and positioning of the Lic. Enrique Peña Nieto, then candidate of the PRI to the Presidency of the Republic, through spectacular, magazines, radio, television, Internet and social networks to be operated in the United States of America, using the structure and relations of Mr. Aquino with the media in the United States, project for which he was asked and subsequently design a Media Plan, for an amount of \$56 million US dollars, the terms and conditions being agreed and the

1 amounts being agreed to by the parties to the contract. A true and correct copy of the
2 contract is attached as Exhibit "A" and is incorporated herein by this reference.

3 25. In the same month, in a subsequent meeting, it was introduced by the
4 CARRILLO brothers (ALFREDO AND PEPE) Mr. HUGO BIJES, who was presented
5 as a person close to one of the key characters to authorize the funding for the project and
6 resources at the express request of the Mr. Alejandro Carrillo Garza Sada, Mr. José
7 Aquino, in good faith and as was agreed and it was required, delivered on time and
8 efficiently to Mr. Alejandro Carrillo, documents (incorporation, powers, copies of IDs,
9 etc) that accredit reliably the veracity of his person as well as the truthfulness, solvency
10 and prestige of their companies, same as Mr. ALEJANDRO CARRILLO used along
11 with his company JIRAMOS, S.A. DE C.V., for the award of the project, carrying out
12 subsequent meetings with some people who said to be members of the campaign with the
13 objective to know and to refine the draft, who include Mr. EDWIN LINO, DAVID
14 LOPEZ, ROBERTO CALLEJAS and GUSTAVO LOMELIN, those who know of the
15 project and were participating in the same, to a greater or lesser extent.

16 26. Mr Alejandro Carrillo reported that he already had done business
17 previously with the PRI (mention several sales of t-shirts), and therefore already had
18 business backgrounds, as well as necessary records as a supplier and guarantees that
19 were required by the CARRILLO brothers, for an amount of \$900,000, so that argument
20 that it would expedite the award to making it necessary that the award was through his
21 companies and that they would receive the award of the contract.

22 27. In this tenor, on November 28, 2011, the contract was signed between
23 Frontera Television Network, the company called JIRAMOS, S.A. DE C.V., and a
24 company called GM GLOBAL S. A. De CV MEDIA, owned by Mrs. GISELLE
25 MORAN, a contract for the provision of services, whose purpose would be the hiring of
26 services of development of promotions for the purpose mentioned in this complaint.

27 ///

28 ///

1 28. Then, Mr. Alejandro Carrillo commented that it was necessary to replace
2 such a contract where Mrs. GISELLE MORAN participated, on the other, who
3 commented that the lady was not well seen by 'friends', so at the suggestion of Mr.
4 Alejandro Carrillo, on or about in December 6, 2011, the contract was cancelled referred
5 to in the previous point and proposed to submit documentation for another company also
6 owned by Mr. José Aquino, named "Intellimedia", to sign a new contract, only between
7 JIRAMOS and the company of Mr. Aquino.

8 29. To this end, Mr. Alejandro Carrillo urged the change of the company,
9 because he said he had the funds available, and it was urgent to distribute the funds for
10 not incurring absence to what has been agreed, and that the company would have the
11 time and sufficient resources for book due in advance, best patterns and spaces in media
12 in the USA, for the agreed purpose.

13 30. For those purposes, of people in the team's campaign, in late December,
14 2011 some people were sent headed by the Mr. GUSTAVO LOMELIN, to know, check
15 and make sure the accuracy, seriousness and existence of the station, so as the prestige,
16 responsiveness and ability to operate the project with the rest of the media that were
17 needed and which were reflected in the proposal.

18 31. As a condition to make a payment of \$15 million US Dollars as advance
19 payment for the realization of the project, Mr. ALEJANDRO CARRILLO decided that
20 on January 6, 2012, will enter into a contract between "Intellimedia" and SISA, a
21 company dedicated to providing services to the agricultural sector, property of Mr.
22 ALEJANDRO RAMIREZ GONZALEZ, General Director of the Confederation of
23 Porcicultores of Mexico, who celebrated a contract with Mr. CARRILLO and who
24 assumed the responsibility to pay Mr. Aquino and his company, as well as monitor the
25 implementation of the project in the United States, turning the purchase orders where
26 specified in a manner clear and accurate, means, amounts, squares and markets to cover,
27 as well as way to do recruitment and testing of investments (billing).

28 ///

1 32. In order to provide an immediate resources for the effective
2 implementation of the project, SISA was engaged in the contract referred to in the
3 complaint, to deposit to INTELLIMEDIA, within 5 five days following the signing of
4 the contract, the amount of \$15 million, US Dollars as a down payment of the total
5 purchase of advertising for the candidate in the United States.

6 33. In compliance with and the signed contract forecast, Intellimedia
7 proceeded to recruit and book time and advertising spaces in United States of America,
8 for the implementation of purchase orders, generating expenditure and commitments for
9 the attainment of the objective which it was requested, notwithstanding Intellimdeia nor
10 Plaintiff received any money from SISA, or Mr. ALEJANDRO CARRILLO as
11 promised.

12 34. It is required that Mr. ALEJANDRO CARRILLO GARZA SADA and his
13 partners, to fulfill the contract reference in this complaint as Exhibit "A" and it has been
14 known that he has received funds, using project contracts and information of companies
15 which in good faith and in accordance with the agreed upon terms and conditions, which
16 were provided by Mr. José Aquino. Now, some of the partners of Mr. Alejandro Carrillo
17 Garza Sada have already received funds from the project, being the case any breach to
18 Plaintiff, has caused damages both economic and commercial relationship and requiring
19 Plaintiff to get it's name, it's prestige and it's companies before the media, that because
20 of Mr. Alejandro Carrillo Garza Sada representations Plaintiff relied on him and expects
21 the agreed remuneration.

22 35. It is important to acknowledge the people who decide in the campaign, that
23 Mr. ALEJANDRO CARRILLO and partners, used without any modesty, the names of
24 key characters in the environment of the candidate, and refer to them as part of the
25 business, and as those preventing them to fulfill the contract, to point out that they have
26 not received instruction to do so, already he has mentioned, that it will not have any
27 money, if not authorized to, being the case, that his act of irresponsibility, could result in
28 a situation of risk and make these events transcend beyond what is necessary.

36. Since it has been already more than five months that the project was agreed and knowing that the resources are in concentrated account of Mr. ALEJANDRO CARRILLO and given the repeated breaches of payment and cancellations of meetings without justification and that seem that some of the people whom Mr. Carrillo refers as his "partners" in the project (friends) have already received resources, Mr. José Aquino has pointed out, that he would be willing to wait for an answer which will be final in this matter until the 4 Day of May 2012, as otherwise, it could terminate this stage of seeking a friendly and convenient solution for all, and you could see the need of having to activate legal actions, research, civil, or criminal prosecution.

RICO ALLEGATIONS

37. Plaintiffs are "persons" within the meaning of 18 U.S.C. § 1964(c).

38. At all times relevant hereto, plaintiffs and the defendants were and are "persons" within the meaning of 18 U.S.C. § 1961(3).

39. The following persons, and others presently unknown, have been members of and constitute an "enterprise" within the meaning of RICO, which plaintiff collectively refer to as the "United States for PRI campaign for the political presidential candidacy of Enrique Pena Nieto Enterprise": (1) Alejandro Carrillo Garza Sada; (2) GM Global S. A. de CV; (3) Erwin Lino; (4) David Lopez; (5) Roberto Calleja; (6) Hugo Vigues; (7) Alfredo/Carrillo Chontkowsky; (8) Jose Carrillo Chontkowsky; (9) Alejandro Ramirez Gonzalez; (10) SISA S. A. De CV; (11) Manuel Gascon; and (12) Jiramos S.A. de C.V.

40. The United States for PRI campaign for the political presidential candidacy of Enrique Pena Nieto Enterprise is an ongoing enterprise, which engages in and whose activities affect, interstate and international commerce. The United States for PRI campaign for the political presidential candidacy of Enrique Pena Nieto continues to operate in Mexico, and there is a continuing threat of criminal activity until the United States for PRI campaign for the political presidential candidacy of Enrique Pena Nieto

1 Enterprise has accomplished its goal of converting campaign funds for it's own private
2 and personal use including funds contributed by drug cartels.

3 41. While the defendants participate in the enterprise and are a part of
4 it, the defendants also have an existence separate and distinct from the enterprise.

5 42. Defendants conduct or participate in the conduct of the United States for
6 PRI campaign for the political presidential candidacy of Enrique Pena Nieto Enterprise's
7 affairs through a pattern of racketeering activity.

8 43. Defendants' participation in the United States for PRI campaign for the
9 political presidential candidacy of Enrique Pena Nieto Enterprise is necessary for the
10 successful operation of defendants' scheme.

11 44. The enterprise has an ascertainable structure separate and apart from the
12 pattern of racketeering activity in which the defendants engage. The United States for
13 PRI campaign for the political presidential candidacy of Enrique Pena Nieto Enterprise
14 operated and operates with two related structures, one of which is headed by Alejandro
15 Carrillo Garza Sada (with Erwin Lino and others as his subordinates), and the
16 other of which is headed by David Lopez (with Roberto Calleja and others as his
17 subordinates). The structure operated by Mr. Alejandro Carrillo Garza Sada was and is
18 subordinate to David Lopez who acted on behalf of the SISA S. A. De CV.

19 **Predicate Acts**

20 45. The numerous predicate acts of mail and wire fraud described herein are
21 part of the fraudulent schemes by defendants designed to perpetrate a scheme in the
22 United States for PRI campaign for the political presidential candidacy of Enrique Pena
23 Nieto Enterprise.

24 46. Section 1961 (1) of RICO provides that "racketeering activity" is any act
25 indictable under any of the provisions of Title 18, United States Code § 1341 (relating to
26 mail fraud), § 1343 (relating to wire fraud), and § 1346 (relating to scheme or artifice to
27 defraud).

28 ///

1 47. In carrying out the overt acts and fraudulent schemes described above, the
2 defendants engaged in, among other things, conduct in violation of federal laws,
3 including 18 U.S.C. §§ 1341, 1343, and 1346, 18 U.S.C. § 1952(a), and 18 U.S.C. §
4 1961 et seq.

5 48. Examples of the predicate acts committed by defendants pursuant to their
6 scheme in the United States for PRI campaign for the political presidential candidacy of
7 Enrique Pena Nieto Enterprise include those set forth above in paragraphs 1, 3-4, 11-19,
8 21-23, and 24-36. Upon information and belief, there have been numerous other
9 predicate acts by defendants that are presently unknown to plaintiff.

10 **Mail And Wire Fraud**

11 49. For the purpose of executing and/or attempting to execute their scheme to
12 defraud plaintiff by means of false pretenses, representations or promises, the
13 defendants, in violation of 18 U.S.C. § 1341, placed in post offices and/or in authorized
14 repositories for mail matter and things to be sent or delivered by the Postal Service, and
15 received matter and things therefrom, including but not limited to agreements,
16 correspondence, faxes, and other materials.

17 50. For the purpose of executing and/or attempting to execute their scheme to
18 defraud plaintiff by means of false pretenses, representations or promises, the
19 defendants, in violation of 18 U.S.C. § 1343, transmitted and received by wire matter and
20 things therefrom, including but not limited to agreements, correspondence, faxes, and
21 other materials.

22 51. In those matters and things sent or delivered by the Postal Service, by wire,
23 and through other interstate and international electronic media, defendants falsely and
24 fraudulently misrepresented and/or fraudulently concealed material facts from plaintiff,
25 in violation of 18 U.S.C. §§ 1341 and 1343, including but not limited to those acts set
26 forth above in Paragraphs 1, 3-4, 11-19, 21-23, and 24-36.

27 ///

28 ///

52. As a result, plaintiff have been injured in it's business or property by the defendants' overt acts and racketeering activities.

Pattern of Racketeering Activity

53. As set forth herein, the defendants have engaged in a "pattern of racketeering activity," as defined in 18 U.S.C. § 1961(5), by committing and/or conspiring to commit at least two such acts of racketeering activity, as described herein, within the past two years. Defendants have committed multiple acts of racketeering activity within such period. Each such act of racketeering activity was related, had similar purposes, involved the same or similar participants and methods of commission, and had similar results impacting upon similar victims, including plaintiff.

54. The multiple acts of racketeering activity committed and/or conspired to commit by defendants, as described above, were related to each other and amount to and pose a threat of continued racketeering activity, and, therefore, constitute a "pattern of racketeering activity," as defined in 18 U.S.C. § 1961(5).

COUNT I

RICO -- 18 U.S.C. § 1962(c)

(against all defendants)

55. The plaintiff incorporate and reallege the previous paragraphs as if fully set forth herein.

56. Section 1962(c) of RICO provides that "[i]t shall be unlawful for any person employed by or associated with any enterprise engaged in, or the activities of which affect, interstate or foreign commerce, to conduct or participate, directly or indirectly, in the conduct of such enterprise's affairs through a pattern of racketeering activity or collection of unlawful debt."

57. Through the patterns of racketeering activities outlined above, the defendants have conducted and participated in the affairs of the United States for PRI campaign for the political presidential candidacy of Enrique Pena Nieto Enterprise's

1 affairs through a pattern of racketeering activity.

2 58. As a direct and proximate result of defendants' illegal conduct in violation
3 of 18 U.S.C. § 1962(c), plaintiff have been injured in it's business or property, including,
4 but not limited, by:

5 (a) the theft, lost value, conversion of funds of plaintiff ownership
6 interests in the money earned for Tele-media;

7 (b) the lost profits plaintiff would have achieved but for defendants'
8 unlawful conduct;

9 (c) the damage to plaintiff's businesses that has occurred as a result of
10 the pending contract; and

11 (d) the harm to plaintiff's goodwill that has occurred as a result of the
12 pending contract.

13 59. With respect to their violations of 18 U.S.C. § 1962(c), defendants have
14 acted at all times with malice toward plaintiff, and with the specific intent to commit the
15 predicate acts alleged herein and to participate in the affairs of the United States for PRI
16 campaign for the political presidential candidacy of Enrique Pena Nieto Enterprise's
17 affairs through a pattern of racketeering activity.

18 19 **COUNT II**

20 **RICO -- 18 U.S.C. § 1962(d)**

21 **(against all defendants)**

22 60. Plaintiff incorporate and reallege the previous paragraphs as if fully set out
23 herein.

24 61. This claim seeks relief for the defendants' activities described herein for
25 violations of 18 U.S.C. § 1962(d), for conspiring to violate 18 U.S.C. § 1962(c).

26 62. Section 1962(d) of RICO provides that "[i]t shall be unlawful for any
27 person to conspire to violate any of the provisions of subsection (a), (b) or (c) of this
28 section."

63. Absent defendants' conspiracy and joint efforts, defendants' fraudulent enterprise would not be successful.

64. Defendants have violated § 1962 (d) by conspiring to violate 18 U.S.C. § 1962(c). The object of this conspiracy has been and is to engaged in a scheme that had as its object the conversion of campaign funds from the candidate of the PRI to the Presidency of the Republic, so that defendant Alejandro Carrillo Garza Sada and his co-conspirators could justify converting the campaign funds from the candidate of the PRI to the Presidency of the Republic, for their own private and personal use and these funds where later to have been discovered to being reported as being supplied by companies owned by the drug cartel and to conduct and/or participate in, directly or indirectly, the conduct of the affairs of the § 1962(c) enterprise described above through a pattern of racketeering activity.

65. Defendants and their agents have been joined in their conspiracies to violate 18 U.S.C. § 1962(c) by various third parties not named as defendants herein.

66. Defendants agreed to the objective of an 18 U.S.C. § 1962(d) violation of RICO by conspiring to violate 18 U.S.C. § 1962 (c), and agreed to commit overt acts and predicate acts, as alleged in this Complaint, to effectuate that conspiracy. Defendants were aware that their acts were part of an overall pattern of racketeering activity.

67. As a direct and proximate result of the defendants' overt acts and predicate acts in furtherance of violating 18 U.S.C. § 1962(d) by conspiring to violate 18 U.S.C. § 1962(c), plaintiff have been and is continuing to be injured in it's business or property as described above in Paragraph 58.

///

///

///

///

///

///

COUNT III**Fraud****(against all defendants)**

68. Plaintiff incorporate and reallege the preceding paragraphs as if fully set out herein.

69. As set forth in Paragraphs 1, 3-4, 11-19, 21-23, and 24-36 above, the Defendants and/or their representatives knowingly and fraudulently made numerous false statements to plaintiff and/or it's representatives, and knowingly and fraudulently concealed numerous material facts from plaintiff and it's representatives, concerning various events related to the campaign funds from the candidate of the PRI to the Presidency of the Republic and plaintiff interests in labor therein, including but not limited to the following:

- (a) representations by the Defendants and/or their representatives during the period from at least October 2011 to May 2012 that Plaintiff would receive the sum of \$5,000,000 US Dollars for services rendered to keep the campaign alive;
- (b) representations by the Defendants and/or their representatives during the period from October 2011 through May 2012 that Defendants intended to tender to Frontera Television Network LLP the sum of \$5,000,000 US Dollars under the terms and conditions of the contract;
- (c) representations by the Defendants and/or their representatives during the period from October 2011 to May 2012 that Defendants would comply with the contract as agreed;
- (d) representations by the Defendants and/or their representatives during the period from the October 2011 through May 2012 in which they intentionally misrepresented and concealed the material fact that Defendants had no intention to pay Fronetra Television

1 Network LLP for it's services pursuant to the contract;

2 70. Defendants made such false statements and omissions without legal
3 justification or excuse, with malice, ill will and/or with the intent to purposely
4 defraud plaintiff.

5 71. Plaintiff justifiably relied upon, and was deceived by, the fraudulent
6 statements by, and material omissions of, defendants.

7 72. Plaintiff have been injured as a result of the fraudulent statements by, and
8 material omissions of, defendants, as described above in Paragraph 69.

9 COUNT IV

10 **Breach of Fiduciary Duty**

11 **(against defendants Alejandro Carrillo Garza Sada and SISA S. A. De CV)**

12 73. Plaintiff incorporate and reallege the preceding paragraphs as if fully set
13 out herein.

14 74. Defendant Alejandro Carrillo Garza Sada and SISA S. A. De CV by virtue
15 of their position in the distribution of the campaign funds and the responsibilities they
16 hold in those positions, at all relevant times owed a fiduciary duty to plaintiff, which the
17 contract was designed to benefit for an exchange for services for the benefit of the
18 campaign.

19 75. Defendants Alejandro Carrillo Garza Sada and SISA S. A. De CV, each,
20 individually and collectively, owed a fiduciary duty to the plaintiff pursuant to the
21 contract to insure that Plaintiff would receive the benefit of the contract pursuant to it's
22 terms and conditions. These defendants owed plaintiff a fiduciary duty because these
23 defendants all held, and still hold, positions of trust, confidence, and responsibility, and
24 are empowered to bind the campaign for general business matters, and these duties must
25 be undertaken by these defendants with a view towards the best interest of, among the
26 other campaign advertisement participants, including plaintiff.

27 ///

28 ///

76. As set forth in Paragraphs 1, 3-4, 11-19, 21-23, and 24-36 above, Defendants repeatedly breached those duties to plaintiff, including but not limited to through the commission of the following acts:

- (a) representations by Mr. Alejandro Carrillo Garza Sada and/or their representatives during the period from at least October 2011 to May 2012, in which they falsely stated that they will tender to plaintiff the sum of \$5,000,000 US Dollars by April 1, 2012 pursuant to the contract, when in fact they intended to tender to plaintiff the sum of \$5,000,000 US Dollars by pursuant to the contract.

77. Defendants Alejandro Carrillo Garza Sada and SISA S. A. De CV have engaged in acts that were designed to further their own personal interests in achieving the conversion of the campaign funds for their own personal use, as part of an overall contraction scheme, at the expense of plaintiff to whom they owed a fiduciary duty.

78. Plaintiff have been severely injured as a result of the breaches of fiduciary duty by Defendants Alejandro Carrillo Garza Sada and SISA S. A. De CV, as described above in Paragraph 76.

COUNT V

Negligent Misrepresentation

(against all defendants)

79. Plaintiff incorporate and reallege the preceding paragraphs as if fully set out herein.

80. Defendants by virtue of their positions in the campaign and the responsibilities they hold in the campaign, at all relevant times owed a fiduciary duty to plaintiff, who was hired by defendants to perform services at defendants request and directions.

///

1 81. Defendants and each of them stood in a special relationship of trust,
2 confidence and responsibility in their obligation to plaintiff, such that plaintiff's reliance
3 on the representations of these persons was justified.

4 82. As set forth in Paragraphs 1, 3-4, 11-19, 21-23, and 24-36 above,
5 Defendants failed to speak with care in making representations and omissions of material
6 facts, which those defendants intended plaintiff would rely upon, including the
7 following:

- 8 (a) representations by defendant Alejandro Carrillo Garza Sada and/or
9 their representatives during the period from at least October 2011 to
10 May 2012, in which they falsely stated that they would tender to
11 plaintiff the sum of \$5,000,000 US Dollars for services performed
12 in connection with the campaign, when in fact they intended not to
13 ever pay plaintiff for it's services.

14 83. Plaintiff reasonably relied upon the negligent representations and material
15 omissions of the Defendants.

16 84. Plaintiff have been severely injured as a result of the negligent
17 representations and material omissions by Defendants as described above in Paragraph
18 82.

19 COUNT VI

20 Injunctive Relief

21 (b) **(against all defendants)**

22 85. Plaintiff incorporate and reallege the preceding paragraphs as if fully set
23 out herein.

24 86. The actions taken by defendants as alleged above and incorporated herein
25 have caused and will continue to cause plaintiff irreparable and immediate injury, loss of
26 money, and damages, for which there is no adequate remedy at law.

27 ///

28 ///

1 Plaintiff justifiably relied on the representations of defendant in representing that the
 2 defendants will pay plaintiff the sum of \$15,000,000 US Dollars as agreed on November
 3 28, 2011.

4 95. The failure and refusal of defendant to perform it's obligations is a breach
 5 of contract and plaintiff has suffered damages in an amount according to proof at trial
 6 and violations of state and federal law. Additionally, plaintiff is seeking other
 7 compensatory and punitive damages against defendants and against DOES 1 through
 8 100 for fraud, collusion, and the wrongful conduct relating to this contract.

9 **DEMAND FOR JURY TRIAL**

10 Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, plaintiff hereby
 11 demand a trial by jury as to all issues in this matter.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, plaintiff demand judgment against defendants as follows:

14 (a) compensatory damages in an amount to be determined at trial, for
 15 defendants' violations of RICO, plus treble damages, attorneys' fees and costs of this
 16 action, all provided by statute as a result of defendants' violations of 18 U.S.C. § 1962;

17 (b) compensatory damages in an amount to be determined at trial, for the
 18 frauds committed by the Defendants;

19 (c) compensatory damages in an amount to be determined at trial, for the
 20 Defendants' breaches of fiduciary duty and negligent misrepresentations;

21 (d) punitive damages in an amount no less than one hundred million U.S.
 22 dollars (\$100,000,000);

23 (e) a constructive trust in favor of plaintiff with respect to all campaign funds
 24 pending a determination whether the plaintiff is entitled to payments as promised in the
 25 contract dated November 28, 2011;

26 (f) injunctive relief prohibiting any disbursements of any campaign funds
 27 pending the hearing on this matter;

28 ///

1 (g) for the sum of \$5,000,000 US Dollars to be immediately released to
2 plaintiff from the Campaign funds pursuant to the terms of the written contract dated
3 November 28, 2011.

4 (h) all costs of this action, including reasonable attorneys' fees; and/or

5 (i) such other and further relief as this Court shall deem just and proper.
6

7 Dated: June 5, 2012

8 Respectfully Submitted:

9
10
11 
12 MAXWELL C. AGHA (SBN 153625)
13 Attorney for Plaintiff
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge Virginia A. Phillips and the assigned discovery Magistrate Judge is David T. Bristow.

The case number on all documents filed with the Court should read as follows:

EDCV12- 920 VAP (DTBx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☐ **Western Division**
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

☐ **Southern Division**
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

☒ **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Central District of California

FRONTERA TELEVISION NETWORK LLP

Plaintiff

v.

ALEJANDRO CARRILLO GARZA SADA; GM GLOBAL
S.A. de CV;

Defendant

Civil Action No.

ED CV 12 - 00920

VAP(DTBX)

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

MAXWELL C AGHA
BANKER'S HILL LAW FIRM APC
160 Thorn Street, Suite 200
San Diego, California 92103

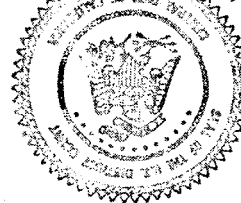
If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

TERRY NAFISI
CLERK OF COURT

L. MURRAY

(1134)

Signature of Clerk or Deputy Clerk



Date:

JUN - 7 2012

SHORT TITLE:

Frontera Television Network LLP v. Alejandro Carrillo Garza Sada

CASE NUMBER:

ED CV 12 - 00920 VAP (DTBx)

INSTRUCTIONS FOR USE

- ➡ This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- ➡ If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party):

☐

Plaintiff

☒

Defendant

☐

Cross-Complainant

☐

Cross-Defendant

Page 2 of 2

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself ☐)
FRONTERA TELEVISION NETWORK LLP

SAN BERNARDINO COUNTY

DEFENDANTS

Alejandro Carrillo Garza Sada; GM Global S. A. de CV, Erwin Lino; David Lopez; Roberto Calleja; Hugo Viques; Alfredo/Carrillo Chontkowsky; Jose Carrillo Chontkowsky; Alejandro Ramirez Gonzalez; SISA S. A. De CV; Manuel Gascon; Jiramios S.A. de C.V. and Does 1 through 100, inclusive
MEXICO

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)
MAXWELL C AGHA, Esq. (52625) Telephone (619) 230-0330
BANKER'S HILL LAW FIRM APC Facsimile (619) 230-1726
160 Thorn Street, Suite 200
San Diego, California 92103

Attorneys (If Known)

Unknown

II. BASIS OF JURISDICTION (Place an X in one box only.)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only
(Place an X in one box for plaintiff and one for defendant.)

	PTF	DEF		PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input checked="" type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input checked="" type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input checked="" type="checkbox"/> 6

IV. ORIGIN (Place an X in one box only.)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify): ☐ 6 Multi-District Litigation ☐ 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: ☐ Yes ☒ No

☒ **MONEY DEMANDED IN COMPLAINT:** \$ 15,000,000.00

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

RICO -- 18 U.S.C. Section 1962(c) RICO -- 18 U.S.C. Section 1962(d) Breach of Contract and Breach of Fiduciary Duty

I. NATURE OF SUIT (Place an X in one box only.)

- | OTHER STATUTES | CONTRACT | TORTS | TORTS | PRISONER | LABOR |
|--|--|---|--|--|---|
| <input type="checkbox"/> 400 State Reapportionment | <input type="checkbox"/> 110 Insurance | PERSONAL INJURY | PERSONAL PROPERTY | PETITIONS | <input type="checkbox"/> 710 Fair Labor Standards Act |
| <input type="checkbox"/> 410 Antitrust | <input type="checkbox"/> 120 Marine | <input type="checkbox"/> 310 Airplane | <input type="checkbox"/> 370 Other Fraud | <input type="checkbox"/> 510 Motions to Vacate Sentence | <input type="checkbox"/> 720 Labor/Mgmt. Relations |
| <input type="checkbox"/> 430 Banks and Banking | <input type="checkbox"/> 130 Miller Act | <input type="checkbox"/> 315 Airplane Product Liability | <input type="checkbox"/> 371 Truth in Lending | <input type="checkbox"/> 530 General | <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act |
| <input type="checkbox"/> 450 Commerce/ICC Rates/etc. | <input type="checkbox"/> 140 Negotiable Instrument | <input type="checkbox"/> 320 Assault, Libel & Slander | <input type="checkbox"/> 380 Other Personal Property Damage | <input type="checkbox"/> 535 Death Penalty | <input type="checkbox"/> 740 Railway Labor Act |
| <input type="checkbox"/> 460 Deportation | <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment | <input type="checkbox"/> 330 Fed. Employers' Liability | <input type="checkbox"/> 385 Property Damage Product Liability | <input type="checkbox"/> 540 Mandamus/Other | <input type="checkbox"/> 790 Other Labor Litigation |
| <input checked="" type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations | <input type="checkbox"/> 151 Medicare Act | <input type="checkbox"/> 340 Marine | BANKRUPTCY | <input type="checkbox"/> 550 Civil Rights | <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act |
| <input type="checkbox"/> 480 Consumer Credit | <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) | <input type="checkbox"/> 345 Marine Product Liability | <input type="checkbox"/> 422 Appeal 28 USC 158 | <input type="checkbox"/> 555 Prison Condition | PROPERTY RIGHTS |
| <input type="checkbox"/> 490 Cable/Sat TV | <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits | <input type="checkbox"/> 350 Motor Vehicle | <input type="checkbox"/> 423 Withdrawal 28 USC 157 | FORFEITURE/PENALTY | <input type="checkbox"/> 820 Copyrights |
| <input type="checkbox"/> 810 Selective Service | <input type="checkbox"/> 160 Stockholders' Suits | <input type="checkbox"/> 355 Motor Vehicle Product Liability | CIVIL RIGHTS | <input type="checkbox"/> 610 Agriculture | <input type="checkbox"/> 830 Patent |
| <input type="checkbox"/> 850 Securities/Commodities/Exchange | <input type="checkbox"/> 190 Other Contract | <input type="checkbox"/> 360 Other Personal Injury | <input type="checkbox"/> 441 Voting | <input type="checkbox"/> 620 Other Food & Drug | <input type="checkbox"/> 840 Trademark |
| <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 | <input type="checkbox"/> 195 Contract Product Liability | <input type="checkbox"/> 362 Personal Injury-Med Malpractice | <input type="checkbox"/> 442 Employment | <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 | SOCIAL SECURITY |
| <input type="checkbox"/> 890 Other Statutory Actions | <input type="checkbox"/> 196 Franchise | <input type="checkbox"/> 365 Personal Injury-Product Liability | <input type="checkbox"/> 443 Housing/Accommodations | <input type="checkbox"/> 630 Liquor Laws | <input type="checkbox"/> 861 HIA (1395ff) |
| <input type="checkbox"/> 891 Agricultural Act | REAL PROPERTY | <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability | <input type="checkbox"/> 444 Welfare | <input type="checkbox"/> 640 R.R. & Truck | <input type="checkbox"/> 862 Black Lung (923) (405(g)) |
| <input type="checkbox"/> 892 Economic Stabilization Act | <input type="checkbox"/> 210 Land Condemnation | IMMIGRATION | <input type="checkbox"/> 445 American with Disabilities - Employment | <input type="checkbox"/> 650 Airline Regs | <input type="checkbox"/> 863 DIWC/DIWW (405(g)) |
| <input type="checkbox"/> 893 Environmental Matters | <input type="checkbox"/> 220 Foreclosure | <input type="checkbox"/> 462 Naturalization Application | <input type="checkbox"/> 446 American with Disabilities - Other | <input type="checkbox"/> 660 Occupational Safety/Health | <input type="checkbox"/> 864 SSID Title XVI |
| <input type="checkbox"/> 894 Energy Allocation Act | <input type="checkbox"/> 230 Rent Lease & Ejectment | <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee | <input type="checkbox"/> 440 Other Civil Rights | <input type="checkbox"/> 690 Other | <input type="checkbox"/> 865 RSI (405(g)) |
| <input type="checkbox"/> 895 Freedom of Info. Act | <input type="checkbox"/> 240 Torts to Land | <input type="checkbox"/> 465 Other Immigration Actions | | | FEDERAL TAX SUITS |
| <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice | <input type="checkbox"/> 245 Tort Product Liability | | | | <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) |
| <input type="checkbox"/> 950 Constitutionality of State Statutes | <input type="checkbox"/> 290 All Other Real Property | | | | <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609 |

ED CV 12 - 00920 VAP (DTBx)

FOR OFFICE USE ONLY: Case Number: _____

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes
 If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes
 If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.
☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Frontera Television Network LLP doing business in SAN BERNARDINO COUNTY	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.
☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	Alejandro Carrillo Garza Sada; GM Global S. A. de CV; Erwin Lino; David Lopez; Roberto Calleja; Hugo Vignes; Alfredo/Carrillo Chontkowsky; Jose Carrillo Chontkowsky; Alejandro Ramirez Gonzalez; SISA S. A. De CV; Manuel Gascon; Jiramos S.A. de C.V. ALL RESIDES IN MEXICO

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.
Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	Each work was to be performed in San Bernardino County, California and the contract was signed in Mexico

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO-PR): _____

Date: 6/6/12

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))